

# EXHIBIT A

## SETTLEMENT AND GENERAL RELEASE AGREEMENT

THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT (this “**Agreement**”) is made and entered into by and between Named Plaintiff Jose Ramirez (“Named Plaintiff” or “Ramirez”), and Opt-In Plaintiffs Jordan Samford, Frederick Evans, David Gonzalez, and Jonathan Gonzalez (“Opt-In Plaintiffs”) (collectively “Plaintiffs”) on the one hand, and T&D Custom Fences and Decks, LLC (“T&D”), and Timmy Wells (“Wells”), (collectively “Companies”), on the other hand, as of this 1st day of September 2021 (the “**Date of this Agreement**”), to be effective as of the Effective Date (as defined below). The Companies and each individual Plaintiff may each be referred to herein as a “**Party**”, or collectively as the “**Parties**”.

WHEREAS, Ramirez and each of the Opt-In Plaintiffs was employed by the Companies, in North Carolina, as non-exempt employees.

WHEREAS, Ramirez filed a complaint on August 7, 2020, captioned *Jose Ramirez, on behalf of himself and all others similarly situated, v. Jose Ramirez*, Civil Action No.: 7:20-CV-744 (the “Action”), currently pending in the United States District Court for the Eastern District of North Carolina (the “Court”).

WHEREAS, Ramirez asserts on behalf of himself and all others similarly situated causes of action for: (1) violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., for failure to pay minimum wages; (2) violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., for failure to pay overtime; and (3) failure to pay wages pursuant to the North Carolina Wage and Hour Act N.C. Gen. Stat. §§ 95-25.6, 95-25.7 and 95-25.13;

WHEREAS, Ramirez filed a Motion to Conditionally Certify a Collective and Class Action and Facilitate Notice on November 20, 2020 which was granted on March 2, 2021 and designated Plaintiffs' counsel as class counsel. Pursuant to the Court's Order, Plaintiffs' counsel facilitated notice to potential class members by email and U.S. Mail. As of the deadline to join the Action, four (4) additional plaintiffs who had previously worked for the Companies joined as Opt-Ins.;

WHEREAS, Jordan Sanford, Frederick Evans, David Gonzalez, and Jonathan Gonzalez joined as Plaintiffs to the Action by each filing a Consent to Become Party Plaintiff in the Wage and Hour Lawsuit;

WHEREAS, the Companies and Plaintiffs have agreed to settle, compromise, and resolve all claims Plaintiffs may have against the Companies related to the Companies' payment of wages to Plaintiffs, including but not limited to those alleged in the Action, in order to avoid the uncertainty, additional time and expense which would occur if litigation on these claims was to continue to proceed.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals.** The above recitals are true and correct and are incorporated by reference as if fully set forth herein.



#### **4. Release and Discharge.**

**Released Parties.** As used in this Agreement, “Released Parties” shall mean 1) Defendant, T&D Custom Fences and Decks, LLC (“T&D”), and Timmy Wells (“Wells”).

a. Plaintiffs' Release of Released Parties. In consideration for the execution of this Agreement and performance of the promises contained in it and in recognition of the benefits to be derived therefrom, Plaintiffs do hereby and for themselves, their past, present and future assigns, agents (actual or ostensible), heirs, executors, administrators, personal representatives, brokers, representatives, employees, partners, successors, predecessors, affiliates, business entities, insurers, and all persons or entities acting by, through, under or in concert with him, release the Released Parties from all actions, causes of action, suits, debts, dues, sums of money, damages, judgments, executions, grievances, claims and demands whatsoever, in law or in equity, whether known or unknown, foreseen or unforeseen, which Plaintiffs ever had, now have, or may have which could have been raised in the Action and exist as of the date this Agreement is signed against Defendants, in the Action or otherwise. Plaintiffs acknowledge that this Agreement includes but is not limited to all wage and hour claims arising out of any state or federal wage, minimum wage, overtime or other compensation laws, including without limitation, the Fair Labor Standards Act and the North Carolina Wage and Hour Act, claims of alleged discrimination based upon age, race, color, sex, sexual orientation, marital status, religion, national origin, handicap, disability, or retaliation, or any other characteristic protected under federal, state or local laws or regulations, including any claim which could arise under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act of 1990; the Americans With Disabilities Act of 1990; the Employee Retirement Income Security Act of 1974, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Fair Credit Reporting Act; the Equal Pay Act; 42 U.S.C. Sections 1981 through 1988; the Occupational Safety and Health Administration Act; the Sarbanes Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Federal False Claims Act; the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Notification Act of 1988; and any other federal, state or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations and any claim arising under the common law, including but not limited to causes of action for wrongful discharge and breach of contract (whether express or implied) and implied covenants of good faith and fair dealing, breach of any employee handbook or employee manual provisions, violation of any unwritten policies or practices and all claims in tort (including but not limited to, claims for misrepresentation, defamation, interference with contract or prospective economic advantage, infliction of emotional distress and negligence) and violations of public policy.

b. The releases set forth in paragraphs 2(a) of this Agreement do not prevent any Party from instituting an action to enforce any provision of this Agreement.

**5. Dismissal.** Within ten (10) business days after all Settlement Payments have been paid in full, the Parties will file a stipulation to dismiss the Action. The dismissal shall be with prejudice against Plaintiffs and the Opt-In Plaintiffs only.

**6. Attorneys' Fees and Expenses and Incentive Award.** In recognition of the time and effort of Ramirez and Plaintiffs' counsel in pursuing this action and in securing the Settlement Payments provided for herein, the Companies agree to pay the following:







<b>TITLE</b>	Ramirez et al - Settlement Agreement
<b>FILE NAME</b>	2021-09-09- RAMIR...ENT AGREEMENT.pdf
<b>DOCUMENT ID</b>	b2090d93f1f419a8ba8540e3fbbce3ecf9a45231
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**09 / 08 / 2021**

10:38:29 UTC-4

Sent for signature to Jose Ramirez (1973chainlink@gmail.com), Jordan Samford (kroobo@yahoo.com), David Gonzalez (davidgon241@icloud.com) and Jonathan Gonzalez (jona.pipo06@gmail.com) from michelle@mgessnerlaw.com  
IP: 173.92.142.10



VIEWED

**09 / 08 / 2021**

10:50:20 UTC-4

Viewed by Jordan Samford (kroobo@yahoo.com)  
IP: 173.93.79.85



SIGNED

**09 / 08 / 2021**

10:50:46 UTC-4

Signed by Jordan Samford (kroobo@yahoo.com)  
IP: 173.93.79.85



VIEWED

**09 / 08 / 2021**

12:02:02 UTC-4

Viewed by Jonathan Gonzalez (jona.pipo06@gmail.com)  
IP: 173.93.28.16



SIGNED

**09 / 08 / 2021**

12:03:01 UTC-4

Signed by Jonathan Gonzalez (jona.pipo06@gmail.com)  
IP: 173.93.28.16



<b>TITLE</b>	Ramirez et al - Settlement Agreement
<b>FILE NAME</b>	2021-09-09- RAMIR...ENT AGREEMENT.pdf
<b>DOCUMENT ID</b>	b2090d93f1f419a8ba8540e3fbbce3ecf9a45231
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



**09 / 08 / 2021**  
18:27:57 UTC-4

Viewed by David Gonzalez (davidgon241@icloud.com)  
IP: 107.77.249.16



**09 / 08 / 2021**  
18:28:10 UTC-4

Signed by David Gonzalez (davidgon241@icloud.com)  
IP: 107.77.249.16



**09 / 14 / 2021**  
19:13:12 UTC-4

Viewed by Jose Ramirez (1973chainlink@gmail.com)  
IP: 107.77.249.36



**09 / 15 / 2021**  
14:43:18 UTC-4

Signed by Jose Ramirez (1973chainlink@gmail.com)  
IP: 107.77.249.9



**09 / 15 / 2021**  
14:43:18 UTC-4

The document has been completed.

<b>TITLE</b>	Evans - Settlement Agreement (Ramirez et al v. T&D et al )
<b>FILE NAME</b>	Ramirez_et_al_-_Settlement_Agreement.pdf
<b>DOCUMENT ID</b>	7e12c3c0e2aaced267feab27a5180684d69bb228
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**09 / 15 / 2021**

15:58:45 UTC-4

Sent for signature to Frederick Evans

(inspirational1974@yahoo.com) from michelle@mgessnerlaw.com

IP: 173.92.142.10



VIEWED

**09 / 19 / 2021**

19:11:09 UTC-4

Viewed by Frederick Evans (inspirational1974@yahoo.com)

IP: 174.253.129.127



SIGNED

**09 / 19 / 2021**

19:17:44 UTC-4

Signed by Frederick Evans (inspirational1974@yahoo.com)

IP: 174.253.129.127



COMPLETED

**09 / 19 / 2021**

19:17:44 UTC-4




The document has been completed.



# Signature Certificate

Document Ref.: RW38N-4RPNF-TUPDC-VKEME

Document signed by:

	<p><b>Timmy Wells</b> Verified E-mail: info@tdcustomfences.com</p> <p>IP: 107.12.75.86      Date: 20 Sep 2021 18:34:14 UTC</p>	 
---	--	--

Document completed by all parties on:  
20 Sep 2021 18:34:14 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

